

**CONVENING REPORT
TO THE CITY OF SAN DIEGO**

CONCERNING

**SAN DIEGO ZOO LEASEHOLD AND
BALBOA PARK PLAN AMENDMENT REQUEST**

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EXECUTIVE SUMMARY

On June 3, 1999, the Zoological Society of San Diego ("Zoo") requested that the Planning Commission of the City of San Diego approve the initiation of amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan. The Zoo proposed to expand its leasehold by approximately 24.5 acres, to accommodate additional animal exhibits, a parking structure, a more prominent Zoo entrance, and other changes envisioned in its "New Century Zoo" Plan. On June 17, 1999, the Planning Commission held a public hearing to consider the expansion proposal. Numerous parties expressed concerns about various components of the proposal. The Planning Commission initiated the proposed amendments and directed staff to study a variety of issues, including concerns raised by interested parties at the June 17 hearing and at future public forums.

City staff and Zoo representatives concurred that it would be advisable to explore the feasibility of an interest-based consensus process. The Zoo informed the City that it was willing to place its application on hold and start with a "clean slate" to devise a collaborative plan that would address the needs of Balboa Park, the public and the San Diego Zoo. On September 24, 1999, the City contracted with Alan Wiener and Alana Knaster (neutral conveners) to assess the feasibility of government agencies, organizations, and individuals ("stakeholders") participating in a consensus process regarding the Zoo's proposal. If a consensus process appeared feasible, they were to recommend an appropriate process design. If a consensus process did not appear feasible, they were to design and recommend another suitable process.

Mr. Wiener and Ms. Knaster interviewed approximately 70 stakeholder representatives, including City officials and staff, neighboring institutions and residents, community planners and designers, Veterans, affected facility users, and business, civic and environmental organizations. The parties identified a number of issues that should be addressed in the proposed process including: 1) ensuring that the Zoo remains a world class institution; 2) preserving open space and passive park uses; 3) ensuring multiple recreational uses within the Park and 4) retaining the War Memorial Building. The interviews also revealed that many stakeholders were willing to participate in a consensus process and to commit the time and resources necessary to make the process succeed. They viewed such a process as an opportunity to creatively solve mutual problems. However, there were some stakeholder groups who, although they were extremely interested in an interactive public involvement process, expressed concerns about such a diverse group of individuals and organizations reaching full agreement on any proposal.

Based upon the input received from the stakeholder interviews and the experience of the conveners in evaluating the feasibility of interest-based consensus approaches, the conveners are recommending a process design that incorporates the advantages of several different process models. This hybrid process would include the following elements:

- C A Working Group of approximately 40 members would be formed to develop options which integrate the needs and interests of the Zoo, other Balboa Park institutions, users and neighbors, and the San Diego community at large.

- C Issues to be addressed would include Zoo expansion needs as well as broader concerns pertaining to Balboa Park.
- C The process would be managed by the City. The City and the Zoo would each have representation in the group as members and each would provide staff support.
- C All meetings would be open to the public. Participation by observers would be limited at Working Group sessions. There would be periodic workshops to obtain broader public input to help guide the Working Group.
- C The Working Group would utilize consensus-building techniques as it considers alternatives; however, no formal group ratification would be expected or required.
- C Neither the Zoo nor any other participants would be obligated to follow the Working Group recommendations; however one presumes that if a consensus on Plan elements emerges, all parties would give it serious consideration and support.
- C Any recommendations of the Working Group would be submitted to all of the groups, boards, commissions and other bodies which ordinarily consider amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan, pursuant to the normal planning process. The Working Group recommendations would not be binding upon these bodies; however, it is presumed that they would be given serious consideration.

SECTION 1: BACKGROUND

The San Diego Zoo (“Zoo”) is owned by the City of San Diego (“City”) and operated by the nonprofit Zoological Society of San Diego (“Society”). The Zoo is located on City owned property, within the Balboa Park Master Plan and the Central Mesa Precise Plan areas of Balboa Park. The current Zoo lease encompasses approximately 124 acres and extends through the year 2019. The Zoological Society also leases approximately 2141 acres of City property in San Pasqual Valley, where it operates the Wild Animal Park.

On June 3, 1999, the Zoological Society requested that the Planning Commission of the City of San Diego (“Planning Commission”) approve the initiation of amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan, to facilitate the Society’s implementation of its “New Century Zoo” plan (“the Zoo Plan”). The stated purposes of the Zoo Plan were: 1) to expand the preservation and conservation of endangered species through a captive breeding program; 2) to accommodate additional space needed for state-of-the-art Zoo exhibits; 3) to increase parking for the Zoo and Balboa Park; and 4) to establish a more prominent entrance to the Zoo on Park Boulevard.

The conceptual plan submitted to the Planning Commission also entailed amending the Society’s Balboa Park lease, to include approximately 24.5 additional acres within the San Diego Zoo boundaries. The areas proposed to be added included the War Memorial parcel, the Balboa Park Miniature Railroad and

Carousel parcels, the Archery Range, a portion of the parking lot and slope behind the Botanical Building, and a parcel on the Zoo's western boundary adjacent to the Richmond Street ramp. In the Plan, the Zoo proposed to construct a new entry plaza and expanded exhibits on the existing Zoo parking lot and a new multi-level parking structure on a portion of the adjoining War Memorial parcel.

On June 17, 1999, the Planning Commission held a public hearing to consider the Zoological Society's request to initiate amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan. Numerous individuals and organizational representatives expressed a variety of concerns related to the proposed plan amendments and leasehold expansion. The Planning Commission determined that the proposed plan amendments meet the four required supplemental criteria for initiation set forth in Municipal Code Section 111.0703 and initiated the proposed amendments pursuant to that section. The Planning Commission resolution recites that the Plan amendment process must be initiated pursuant to Municipal Code Section 111.0702 in order to study the project proposal and alternatives that arise as a result of undertaking the study. It further states that the initiation allows the staff analysis to proceed, and does not constitute an endorsement of the project proposal. (Refer to Attachment A)

The Planning Commission Resolution directed that staff review and analyze a number of issues pertaining to the proposal, including: 1) policy issues related to the conversion of public park land to a private leasehold; 2) War Memorial Building user requirements; 3) the relationship between the Zoo and the Wild Animal Park; 4) the interface between existing land uses in the surrounding community; and 5) the impact to all of Balboa Park and 6) the relationship to the existing Master Plan and Precise Plan. The Resolution states that the enumerated issues are not intended to be all-inclusive or to limit staff analysis.

Park & Recreation Department staff began planning a series of public workshops to analyze the issues, pursuant to the Planning Commission's direction. It was suggested that an effort be made to facilitate a consensus among the interested parties concerning issues raised by the Zoological Society's proposal.

The City spoke with Zoo officials who concurred that it would be advisable to explore the feasibility of a consensus process. The Zoo informed the City that it was willing to place its application on hold and start with a "clean slate" to devise a collaborative plan that addresses the needs of Balboa Park, the public and the San Diego Zoo.

On September 24, 1999, the City contracted with Alan Wiener Consensus Facilitation, a private practitioner based in San Diego, and Alana Knaster, of the Mediation Institute of Los Angeles (the "conveners" or "convening team"), to provide neutral convening assessment services to the City. The purpose of the convening process was to assess the feasibility of interested government agencies, organizations, and individuals ("stakeholders") participating in an interactive public involvement process to attempt to reach a consensus regarding the Zoological Society's proposal. If a consensus appeared feasible, the conveners were to design and recommend a process to achieve a consensus among stakeholders. If a consensus did not appear feasible, the conveners were to design and recommend another suitable process for public comment and participation concerning the Plan amendments entailed in the Zoological Society's proposal. (Refer to Attachment B)

The tasks of the Convening Team were:

1. To identify citywide stakeholders which have responsibilities or significant interests related to the Zoo Proposal.
2. To identify the primary issues of concern to stakeholders.
3. To determine the feasibility of stakeholders reaching a consensus.
4. If feasible, to design a public consensus process or, if inadvisable, to recommend another suitable public participation process.

SECTION 2: THE CONVENING PROCESS

The conveners met with City staff to review information pertaining to the substantive issues that would likely be addressed in the process. The City provided the team with an initial list of individuals and organizations that had expressed concerns regarding the Zoo Plan or which were likely to have an interest in a process pertaining to a proposed Zoo expansion.

The conveners then began interviewing the people on the list. The interview questions were designed to obtain input on the following:

- C views about a potential Zoo expansion within Balboa Park
- C issues that would have to be addressed in a process for their organization to participate
- C their perspective on whether a negotiated consensus process would be appropriate
- C their willingness to participate in such a process
- C how their group/organization would make decisions in a consensus process
- C other interests or individuals that should be represented in a process
- C process options and process design elements

Before beginning each interview, the conveners explained the convening process and outlined how an interest-based negotiations process is typically conducted. Parties that expressed interest in a negotiated process were asked to confer with other members of their organization and to report back to the conveners whether their group wished to participate, and how their group might be represented in the process.

SECTION 3: INTERESTS CONTACTED BY THE CONVENING TEAM

One of the overarching principles of interest-based negotiations is that all potentially affected groups are afforded the opportunity to be represented in the process. An important aspect of the convening phase, therefore, is to determine what individuals or groups have an interest in the outcome, or might

exert their influence with decision-makers, and therefore need to be included in the deliberations. The interviews are accordingly designed to assess which parties would require a "seat at the table", which parties might play a role at various points in the process but need not participate in the "core" negotiating group, and which parties should be kept informed of the group's progress.

As part of the convening process, the conveners attempt to identify possible interest caucuses or coalitions of similar organizations that can coordinate their representation and participation in the consensus process. If the parties are willing to participate as interests, rather than as distinct organizations or as individuals, then the negotiations can occur among a more manageable number of participants. The understanding is, however, that caucus or coalition representatives must consult with and be responsive to the positions of their individual members.

The background information obtained from the City and from a number of parties suggested that the following interest groups would need to be interviewed and considered for inclusion in a consensus negotiations process.

Project Proponent

The Zoological Society of San Diego operates the San Diego Zoo on land leased from the City of San Diego, and is proposing amendments to its lease, the Balboa Park Master Plan and the Central Mesa Precise Plan. The Society is a non-profit organization governed by a Board of Directors and managed by an Executive Director and an administrative staff. The Society also has approximately 250,000 member households and a number of specialized membership groups. Some people interviewed have suggested that the Zoological Society's membership should be represented, as well as its Board and Administration.

City of San Diego

The City of San Diego owns Balboa Park, and leases portions of the Park to the Zoological Society and other institutions. The Park and Recreation Department operates and maintains Balboa Park, and makes recommendations concerning proposed amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan. The Planning and Development Review Department is responsible for managing the development process, including compliance with land use regulations, community plans and environmental statutes. The Real Estate Assets Department administers the Zoo Lease, and the Transportation Department is responsible for the operation and maintenance of streets and sidewalks. All four departments are part of the San Diego City Manager's Office.

City Boards, Commissions and Council. Projects located in Balboa Park are reviewed by the: Historical Site Board, Commission for Arts and Culture, Central Balboa Park Association, Balboa Park Committee, Facilities Committee, Park and Recreation Board and Planning Commission. Proposed amendments to the Balboa Park Master Plan and Central Mesa Precise Plan are reviewed by these organizations, and additionally by the Natural Resources and Cultural Committee and the City Council.

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Community Planning Committees are part of the official planning process regarding development in their planning areas. The Uptown, Greater North Park and Greater Golden Hill planning areas abut Balboa Park, and are potentially the most directly impacted by amendments to the Zoo Lease, the Balboa Park Master Plan and the Central Mesa Precise Plan. Other Community Planning Committees have also expressed interest in participating in a public process which considers such amendments.

Adjacent Communities and Organizations

Neighborhood Groups and Associations are not part of the official planning process, but are advocates concerning issues affecting their communities. Residents in the area immediately surrounding the Zoo, and community associations from the areas more remotely surrounding Balboa Park, have expressed concerns relating to possible amendments to the Zoo Lease, the Balboa Park Master Plan and the Central Mesa Precise Plan.

Other Governmental Organizations with facilities in the vicinity of the Zoo and Balboa Park which might be impacted by amendments to the Zoo Lease, the Master Plan or the Precise Plan include the San Diego Unified School District and the United States Navy.

Other Balboa Park Lessees and Institutions

A number of other institutions, organizations and businesses operate in Balboa Park and therefore are concerned with amendments to the Balboa Park Master Plan, the Central Mesa Precise Plan or the Zoo Lease which would affect traffic, parking and circulation (vehicle and pedestrian), or the overall use, operation and management of Balboa Park.

Civic Organizations and General Public

Urban Planning and Design Groups. There are a number of private organizations of design professionals and others concerned with city planning and the design of public spaces in San Diego. These groups have a broader geographic perspective than the immediate Balboa Park vicinity, including regional transportation issues. This group also includes organizations specifically concerned with the availability and accessibility of facilities for disabled persons.

Business and Tourism Organizations are concerned with issues affecting San Diego's economy, by making the region attractive and accessible to businesses, residents and visitors, and consider the Zoo and Balboa Park significant local amenities.

General Civic and Environmental Organizations are concerned with San Diego's overall health and environment, and regard Balboa Park as an important historical, recreational and environmental resource.

General Public Park Users. A number of persons suggested that the interests of the general public residing throughout San Diego, and perhaps visitors to the region, who use Balboa Park should be represented in the process. It was acknowledged that it would be very difficult for a representative

to speak on behalf of these individuals, since they likely have a very broad perspective on the issues. It was thought that many interests of the “general public” are shared by the other described interest groups, and that general public will have the opportunity for input at public forums.

Groups Affected by Specific Aspects of Original Proposal

Veterans Organizations. Many veterans and veterans organizations are very disturbed about the possible removal of the War Memorial Building, because of the Building’s commemorative aspects. Some of these organizations have additional interests because their group was involved in the construction and dedication of the War Memorial Building, or currently uses it for their organizational activities. It is considered important that there be balanced representation of veterans organizations which do and do not meet in the War Memorial Building.

War Memorial Building Users. The War Memorial Building houses the City’s Disabled Services Program. The building is also used extensively by the City’s Dance Activities Program, and by private dance clubs and performance groups. Other organizations also use the War Memorial Building for their weekly, monthly or occasional meetings and activities.

Archery Groups are particularly concerned with the aspect of the original Zoo Plan which would relocate the existing Field Archery Range, and use that site for Zoo purposes.

The convening team contacted approximately 70 individuals and organizations and conducted interviews in person or by telephone with those groups that indicated an interest in providing their input to the convening assessment. A list of the parties contacted is included in Attachment C. Since the conveners informed the parties that comments provided during the interview would be kept confidential, this report does not identify any individuals or organizations which have expressed a particular opinion. The report contains a synthesis of the comments and analysis of the information and data gathered during the convening process.

SECTION 4: ISSUES RAISED DURING THE CONVENING PROCESS

Introduction to Issue Categories

The convening team compiled a lengthy list of the issues raised during the convening interviews. These issues fell into four distinct groupings: 1) concerns about how the original Zoo Plan had been presented and the implications for a collaborative process; 2) reactions to specific elements in the original Zoo Plan; 3) issues and concerns that would need to be addressed in any subsequent proposal to obtain public support; and 4) issues pertaining to type of public involvement process which should be conducted. Issues groups 1, 2 and 3 will be discussed in this section. Issue group 4, pertaining types and design of a public process, will be addressed in Section 5, below.

One of the most difficult tasks of the convener is to assess whether the areas of potential common ground outweigh the differences on critical issues that are revealed during the interview process. Perspectives on the substantive issues along with responses to questions regarding process options are critical indicators of the feasibility of initiating a collaborative process. Many common threads emerged during the interviews

regarding problems that face Balboa Park and visions for the Park; however, as one might expect, there were also differences of opinion (both within and among stakeholder groups) regarding how the needs of Balboa Park could best be addressed and what might be acceptable future proposals from the Zoo (i.e. solutions).

This section begins with a discussion of those areas where there appeared to be a shared perspective among the parties interviewed. A discussion of those issues where there were divergent viewpoints follows. The conveners assessment of whether the appropriate "balance" exists to warrant a recommendation for a consensus process is provided in Section 6, "Recommendations."

Issue Category 1 - Initial Process

There was general agreement that the process leading up to and immediately following the Zoo's submission of an expansion plan had a negative impact on public perception of the Zoo. Some parties characterized these events as a misunderstanding of how the public might react to changes in Balboa Park; others felt they reflected a lack of concern by the Zoo for Balboa Park as a whole or for its other neighbors. However, the predominant view expressed during the interviews was that, by agreeing to explore an interactive public involvement process, the Zoo and the City have taken a critical first step in re-establishing public confidence and a willingness to work cooperatively with interested parties. There is considerable optimism that the proposed process would provide an extraordinary opportunity for the Zoo, its neighbors, park users and the City to creatively solve mutual problems; nevertheless, there is some concern about reversion to a planning process for Balboa Park which does not involve substantial public participation.

Several parties stressed the need for a stronger signal that the Zoo is starting with a clean slate. Understandably, because of strong negative reactions to the original proposal, they were concerned that the proposal or its major components might resurface. Their preference would have been for the Zoo to formally withdraw its original plan, rather than just placing it "on hold."

Issue Category 2 - Concerns with the Original Zoo Plan

Since the Zoo proposal submitted to the Planning Commission had been the focal point of public controversy, it became the initial focus of discussions with stakeholder groups. This set the stage for subsequent discussions concerning issues they would want to see addressed in a collaborative process. Although each group raised issues that were specific to their own organization or interest group, a number of common concerns about the original proposal were identified in the discussions with the conveners. These concerns included:

- C impacts to specific user groups, park venues and adjacent communities (e.g. War Memorial Building users, museums, disabled groups, archers, etc.)
- C sanctity of War Memorial Building as a tribute to veterans
- C visual impacts and pedestrian circulation from northern gateway to other Balboa Park institutions
- C further erosion of open park land
- C paid parking and impacts to other areas of the park and to surrounding streets
- C plan ignored other Balboa Park institution and Park user group needs

- C inconsistency with the Central Mesa Precise Plan
- C impacts to historic resources, including Carousel, Miniature Railway, War Memorial Building and Spanish Village
- C lack of demonstrated necessity or justification for Zoo expansion (including believed ability to expand at Wild Animal Park or other locations)
- C noise and traffic impacts

Issue Category 3 - Substantive Issues to be Addressed in a Revised Proposal

The facilitators asked each group to list the topics that should be addressed in a public process for their organization to participate. The topics below represent a synthesis of the predominant comments received from potential participants:

- C ensure that the Zoo remains world class
- C determine current usage of Zoo leasehold and proposed usage for any expansion (e.g. animal enclosures, administrative space, retail, restaurant, amusement, etc.)
- C explore possibility of meeting expansion objectives on current Zoo footprint, at Wild Animal Park, or by performing certain Zoo functions off-site
- C balance Zoo and other institutions' needs against Balboa Park as a non-renewable resource
- C preserve and restore open space and passive park uses, and native habitat uses including Florida Canyon
- C protection of multiple uses in Balboa Park
- C preserve War Memorial Building
- C access, parking and transit solutions for all of Balboa Park (including special needs groups) and, ideally, for downtown and Ball Park
- C acceptable replacement facilities for any displaced users
- C address park-wide aging infrastructure needs (e.g. sewer and water lines)
- C sound environmental planning and design, including non-source point pollution and natural water filtration considerations
- C economic issues (cost of new "shared" facilities; cost to users; costs/benefits to City; costs/benefits to San Diego's economy)

This composite list suggests that there are some common themes for guiding deliberations that represent a shared view of criteria that might be applied to a Zoo/Park proposal. There were, however, a number of differences of opinion on several topics that must be weighed in evaluating whether a collaborative public involvement process would be feasible. Although stakeholders were encouraged about the potential for working together to grapple with these difficult issues, the divergent viewpoints suggest that finding common ground on specific proposals could be a difficult task to achieve. The arguments raised by stakeholders on each of these topics are highlighted below.

1. Accommodating Zoo Expansion

There were significant differences expressed by stakeholder groups regarding the degree to which Zoo expansion needs should be accommodated. Viewpoints ranged from:

- C Zoo should be relocated from Balboa Park

- C no expansion beyond existing footprint
- C no changes can be considered unless the Zoo explains what needs are being met by proposed changes
- C some additional land for expansion may be possible, but only if proposal included tradeoffs that collectively benefit the Park and Park users
- C We should be flexible and look anew at Park use patterns and long term needs. The existing Precise Plan should be revisited
- C Zoo “needs” should be met, but minimize impacts to other Park uses.

2. Scope of Issues

Among groups willing to look at changes to address Zoo “needs,” the predominant view is that the scope of talks should be expanded beyond the issues specific to the Zoo to at least include parking and access for Balboa Park as a whole. Several groups, however, have strong opinions that any solutions examined should be more regional, e.g. consider and attempt to integrate parking issues for the Ball Park, downtown and Navy Hospital. The view was also expressed that if the discussions were broadened to encompass issues beyond Balboa Park, this would exceed the scope of what was intended by the City and necessitate an additional cast of players.

3. Compliance with the Central Mesa Precise Plan

There was considerable discussion during the interviews with respect to whether or not proposals considered by the stakeholders would have to be consistent with the existing Central Mesa Precise Plan. Most parties acknowledged that it would be necessary to have some flexibility with respect to the Precise Plan in order to give full consideration to all reasonable options. Several parties, however, stressed the amount of time and thinking that had gone into the development of the existing Plan and were concerned that some parties were willing to “cast it aside” before extraordinary efforts were taken to remain consistent with the document.

A subset of stakeholder groups suggested that the process participants might be charged with developing a “new” Precise Plan. They argued that many of its elements were already out of date and it could be appropriate to look creatively at the needs of the next several decades. Reactions to this suggestion were varied. Some felt, again, this would broaden the scope of the process beyond what was originally intended and therefore take years to complete. Others, again, advocated trying to develop alternatives that would implement the existing Plan, rather than amending it. A middle approach would consider possible amendments to the current Plan, as appropriate.

Regardless of the type of process initiated, it will obviously be important to address the differences of opinion on these critical issues in setting the process groundrules, designating a scope of work and ultimately in moving the group forward in its substantive talks. Issues raised by parties regarding what process options would be desirable are discussed in the section below.

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SECTION 5: OPTIONS FOR A PUBLIC INVOLVEMENT PROCESS

Introduction to Process Options

There is a spectrum of options for obtaining public input on key policy matters that distinguishes the level of involvement of the citizens in the process and decision. The spectrum ranges from indirect public involvement and input gathering approaches such as the public hearing to more inclusive multi-party negotiated consensus approaches that necessitate face to face talks between the public agency, the project proponent and the public.

The points on the spectrum described below represent the typical process choices for public agencies deciding what form of public involvement would be appropriate in a given situation. In some situations, an agency might select several approaches from this menu and implement each sequentially; or the agency might select a hybrid approach that incorporates elements of one or more process options. Public perceptions of agency performance, the intensity of controversy over a particular set of issues, time available for consultation and the management style of the staff in a given agency are among the factors that will influence process selection.

Public Hearings. Traditional public hearings require formal notice to the public and are designed to obtain comments prior to a specific decision point. Public testimony is formal and is recorded as part of the decision-making record. Public hearings are usually one time interactions with no opportunity for feedback or dialogue between the Agency and the persons testifying.

Public Meetings. Public meetings permit information sharing in a less formal setting than a public hearing. This enables interested parties to share concerns, and provide options for consideration with the opportunity to receive feedback from agency staff. The process is not designed to obtain a "buy-in" from participants.

Consensus-building Workshops. Workshops provide a feedback mechanism that can enhance agency decision-making. The agency or project proponent is expected to provide options for group consideration. The workshops are designed to generate reactions to these alternatives, with all of the participants, including the agency, exchanging their views. Generally, participants are invited to attend a limited number of meetings (1-3) and balanced representation from interest groups is sought. Unlike the public hearing and the public meeting, where communication is between the public and the agency, the workshop format provides a more interactive setting requiring all participants to respond to one another's concerns and opinions. Ideally, parties will reach closure on a number of the key issues under discussion, although the goal of the process is enhanced input, not a commitment to a consensus decision. A project proponent would likely use the input to develop a proposal that was responsive to the suggestions provided. The Agency would then use the input to help evaluate any proposal submitted.

Interest-based Negotiations. In this type of process, participants are identified to ensure balance among stakeholders and represent their own organization or an interest group comprised of several like-minded groups at the negotiations table. A series of meetings are planned, parties agree upon the scope of issues at the onset of the proceedings and commit to trying to work through their differences. The product of this

process is a consensus recommendation on a policy or a specific project design. Although the agency cannot commit to adopting the consensus recommendation, officials representing the agency agree to provide an honest appraisal of proposals under consideration during the negotiations. If there is a project proponent, reaching a consensus assumes that the project design is likewise acceptable to the project proponent. The project proponent agrees to submit the consensus product of the group for formal consideration by the agency at the conclusion of the proceedings, and the other stakeholders agree to support the product during the subsequent agency review.

Stakeholders Input on Process Design

During the interviews conducted by the convening team, parties were asked to provide their perspective on whether an *interest-based negotiations process* would be feasible to address Zoo expansion and related issues, and whether their organization would be willing to participate in such a process. In addition, parties were asked to provide suggestions on process design elements that could enhance the effectiveness of a process and/or to propose other types of processes that they believed should be considered for this set of issues. Stakeholder responses on process design are summarized in this section. Process recommendations generally fit within the spectrum of public involvement framework provided above. Accordingly, stakeholder responses are discussed in the context of each of these options including reasons why some stakeholder groups may have supported or opposed a particular approach. In some cases, groups suggested a hybrid of approaches or variations on a particular approach. These are described as well.

The predominant opinion expressed during the interviews was that the City needs to address any Zoo expansion proposal differently than had been done in the past for proposals of comparable scope and public concern. There was very strong support for an approach that incorporates consensus decision-making. The majority of groups interviewed indicated that limitations on the numbers of participants was reasonable for a "core group" or "negotiating group" provided that there were opportunities for those not directly participating to give input at key intervals.

Among supporters of a consensus approach, there were differences of opinion regarding the degree to which reaching a consensus should drive the process selected. Although they acknowledge that reaching a full consensus (agreement among all of the parties) would be difficult, some of the stakeholders believe that this level of commitment on everyone's part is essential to coming up with a proposal that can be supported. Other groups would support a consensus process, but feel that reaching a consensus is unrealistic, given the recent series of contentious issues in San Diego. In their opinion, a near consensus, narrowing differences among the diverse participants and solving some of the critical problems facing the park, would be a worthwhile and attainable goal.

There was a consistent set of questions raised about the extent to which any recommendations would be binding on decision makers. The conveners emphasized that the intent of the public involvement process was to provide guidance to the appropriate commissions and ultimately to the City Council, not to supplant the authority of any such body. Nevertheless, one would expect that the product of an extensive public involvement process would be given serious consideration by decision-makers. Accordingly, it would be

important to give updates and obtain feedback at appropriate junctures from city officials within the constraints permitted by law. The conveners will address this issue in their process recommendations. Some input was also received concerning management and facilitation of the public participation process. A number of people interviewed said it was important that the process be managed and conducted by the City, because of the Zoo's self interest and the lack of trust which had emanated from the original proposal. Several parties, however, thought that the Zoo could conduct the process to obtain input for its project. It was considered important to most of the stakeholder groups that there be a neutral facilitator retained to manage the process on behalf of all of the participants. A few individuals suggested that the facilitator could be a City employee, if that staff person were considered unbiased by the participants. It should be noted that some persons interviewed questioned the neutrality of the conveners, merely because they were interviewed by the Zoo before being contracted by the City.

As is true throughout the convening report, opinions on what process would be acceptable and productive are not attributed to any specific interest group or individual.

Option 1 - Public Hearings

Several parties expressed reservations about an enhanced public involvement process and indicated their preference for traditional public hearings as the primary vehicle for obtaining public input. However, there were significant differences as to why these parties considered public hearings preferable. Their comments include:

- Public hearings ensure that groups and individuals will not be excluded.
- Public hearings are the only approach that will ensure that there are no "back room" deals.
- Even if there is a negotiations process with designated representatives, there should be ample opportunities at each and every meeting for formal public comments.
- Stakeholders shouldn't do the Zoo's work for them by developing a plan. There should be a series of public hearings, either on the withdrawn proposal or any new proposal the Zoo wishes to present. These hearings should be conducted by the City in a variety of locations, not just the Balboa Park area.

Option 2 - Public Meetings

Some parties felt that traditional public hearings are too restrictive, and do not provide an opportunity for meaningful input. Their comments included:

- Public hearings don't provide a chance for the public to provide their ideas and get involved in solving the problem. The City should actively support a more creative approach. Public hearings will still be conducted after a "core group" has developed recommendations.
- There should be some process that is not as intensive or time consuming as a negotiations process, but which allows the public to provide meaningful input. This could include open public meetings where

participants are divided into small groups and asked to brainstorm solutions. The City and/or Zoo could then use this input to develop alternatives.

-- There should be a series of public meetings at the onset held in each of the Districts in the City. The public should be given the opportunity to present its ideas on what they would like to see happen at the Zoo and in Balboa Park, rather than respond to designs presented to them by the City or the Zoo.

-- The City Council should appoint a blue ribbon committee that would attend each of these meetings, ask questions and learn what the public has to propose. The committee would be empowered after hearing from anyone who cares enough to participate. The blue ribbon committee would then work on recommendations to the City, but would continue to provide public updates on their progress.

Option 3 - Consensus-Building Workshops

Some people interviewed believed that there should be more public participation in the decisions affecting Balboa Park than afforded in the public hearing or public meeting process, but did not think that a full consensus could be achieved. Comments supporting the consensus building workshop approach included:

-- The Zoo should not have to achieve a consensus among all stakeholders. It is sufficient if there is broad support for its plan.

-- There are too many groups that have internal differences of opinion to expect them to select a limited number of representatives and to speak with one voice in the process. In the workshop process, there could be some limits on the numbers of individuals participating and no single group or interest could bog down the process by refusing to agree.

-- This type of process would give a good indication to the Zoo about what would be acceptable and could inform all of the subsequent decision makers in their review of any proposal that is submitted. Parties should not have the expectation that everything they recommend will be adopted.

-- A full consensus process might require groups to compromise more than they are willing. Groups might feel that they have to agree or be blamed for "blocking" a consensus.

-- All of the potential groups considered for this process have a different stake in the outcome. Some would be more directly impacted. Some are only single issue groups. Not every group is equally experienced or knowledgeable on the full range of issues that would need to be addressed. A consensus-building workshop would better accommodate these differences.

-- These workshops can employ a number of interactive techniques that enhance public input, such as design sharettes, brainstorming break-out groups and other approaches for building upon all of the creative ideas and experience of the participants. Having to reach a consensus could constrain parties willingness to contribute.

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Option 4 - Interest-Based Negotiations

A substantial number of the persons interviewed favored interest-based negotiations to develop a consensus on the issues related to Zoo expansion and any related amendments to the Zoo Lease and the Central Mesa Precise Plan. They thought that reaching a consensus solution which addressed the interests of all stakeholders was feasible and would be worthwhile, although they acknowledged that it would not be easy. Their comments included the following:

- A negotiated consensus is the best way to assure that the interests of all stakeholders are considered and fairly balanced.
- A consensus process will avoid the public outcry and litigation which has surrounded similar local issues.
- A negotiated consensus approach is the only process that cannot be manipulated to misrepresent the positions of the participants.
- Reaching a consensus is difficult, but otherwise groups that have an important interest in the outcome, but which may not agree with the majority, will be ignored.
- If the scope of issues is broadened to address issues beyond Balboa Park, then the numbers of interests would have to be increased. One would also have to bring individuals with significant capital resources to the table. This could delay the process and might make it infeasible.
- Concerns about accommodating all of the groups that would want to participate could be addressed by establishing a smaller steering committee and assigning tasks to issue subcommittees. Also, some groups might participate only when an issue of concern to them is being discussed or only when discussion is focused on an area of the park that might affect them.
- Need checkpoints throughout the process to make sure that there is progress and everyone is still committed.
- Need assurance that all of the necessary information will be furnished by the Zoo and the City to permit meaningful talks.
- Should begin by learning about what the Zoo needs as opposed to its "wish list."
- Consensus process should be solution oriented, not focused on negative issues that led up to the convening.

-- Need decision-makers from the Zoo and from City staff. The City should have a "seat" at the table. Ex-officio members could include the council office, and official planning groups (e.g. Balboa Park Committee; Planning Commission).

-- Need extensive technical information and support from the Zoo.

SECTION 6: RECOMMENDATIONS OF THE CONVENING TEAM

Introduction to Recommendations

The task of the independent convener involves integrating the information provided by potential stakeholders with the convener's professional assessment of the viability of a collaborative process. In some cases, parties might argue that the issues are too contentious or too complex for a consensus to be reached. However, the convener's experience may suggest that the issues lend themselves to creation of creative settlement packages. A high level of controversy often causes the parties to take the proceeding more seriously because the outcome may be more critical to each of the interest groups.

On the flip side, the parties may express their strong preference for a collaborative process and willingness to compromise on key issues. Nevertheless, as the convener assesses the input provided regarding where there is flexibility on the issues, the information indicates that the parties are too far apart on critical path issues and that there is little likelihood of compromise unless one or more parties changes their expectations about what would be a realistic outcome.

One of the critical factors to be considered in evaluating the feasibility of an interest-based negotiations process is the ability and willingness of all of the key stakeholder interests to designate a representative who can negotiate and commit on behalf of that group in the process. Groups that do not have formal leadership may find it difficult to identify one or two individuals that can speak on behalf of all of the members; or a group may have internal conflicts that make it difficult for their spokesperson to present a unified position. For some groups, the issue is not whether they can identify a representative, but rather that the group members might feel that acknowledging any flexibility on the issues would violate the fundamental principles of the organization.

While a convener might work with a stakeholder group to determine if it is possible to overcome its resistance to participation in the negotiations process, a "no" answer is not subject to professional reinterpretation. If the nay sayers represent a small segment in a given interest community or might be considered a peripheral player, then the convener might still recommend a negotiation process. However, if there are key interest sectors or focal groups that regularly engage in the political process regarding the matter under consideration, and one or more of those interests is not supportive of the process, then the convener is likely to recommend against initiating an interest-based negotiations process.

Based upon an analysis of the background information on the history of the controversy regarding the proposed Zoo expansion and the input provided by the key stakeholders, the convening team does not believe that an *interest-based negotiations process* would be feasible at this time. The key factors leading to this conclusion are as follows:

Unwieldy Number of Players. Several groups have already initiated the process of selecting a single representative with perhaps an alternate that could represent them in the process; however, a number of groups indicated to the conveners that they could not be represented as part of an "umbrella" coalition and that each of the separate organizations would want to have its own "seat at the table." If each group were

seated individually, this could result in numerous other groups demanding the same opportunity.¹ Moreover, in some cases, groups have noted that they would have to send a team of several representatives to participate effectively. The conveners are prepared to recommend a configuration that would provide for a balance of interest groups in the process, but are concerned that this would become a politically controversial issue in itself.

Concerns about Appropriate Representation. Typically, in an interest-based negotiations process, the majority of parties have a formal internal decision-making structure that can provide direction to designated representatives. In the Zoo/Balboa Park dispute, a number of the potential stakeholder groups have less (or no) formal procedures for selecting leadership or internal decision making. Although they may be able to identify a representative to attend meetings, the process of obtaining a “buy in” to a consensus recommendation is likely to be onerous. Since one of the requirements and advantages of an interest-based approach is that consenting groups commit to supporting any consensus that is reached, the conveners have concerns about the ability of several key groups to ratify and support a consensus recommendation. The conveners have extensive experience working with community organizations that have broad constituencies and could assist with the ratification process, but this would require considerable additional time and resources to effectuate.

Agreement on the Scope of Issues. As noted in the discussion of issues raised by the parties, there is some divergence among the key stakeholder groups as to what would be an appropriate scope for the proposed substantive deliberations. Again, some groups feel strongly that the discussion should be broadened to encompass not just Balboa Park, but a more regional solution to parking and transportation issues. Others feel that talks should be limited to addressing Balboa Park solutions, or that the solutions need to be consistent with the existing Central Mesa Precise Plan. While there are some possible approaches for addressing these differences, perhaps a phasing of steps taken for examining alternatives i.e. begin local and then be willing to be more expansive, this difference would have to be resolved at the onset of the process, given the stated positions of some of the groups.

More problematic, however, is the position taken by several key stakeholder groups that solutions crafted for either Zoo expansion or broader Balboa Park parking needs could not jeopardize any of the remaining open space areas in the Park. While the conveners believe that there might be some solutions that would have significant enough tradeoffs in the form of overall Park and environmental benefits to overcome these constraints, the conveners are unsure whether some of these groups have sufficient flexibility to reach a full consensus on this matter.

Willingness to Participate. There has been extraordinary enthusiasm expressed by many stakeholders regarding their willingness to participate in a consensus process and to commit the time and resources

¹This is particularly problematic for stakeholders in the “park user” category. While these groups share a common interest as groups that consistently utilize a park building or playing area, they do not have a mechanism for coordinating their representation in a negotiations process. If each group were to be seated individually, the conveners are concerned that this could result in numerous other groups demanding the same level of participation in the process.

necessary to make the process succeed. They view this as an opportunity for the City to do business differently and to set an important precedent for future public involvement. This having been said, however, again, there are some key stakeholder groups that have serious reservations about the viability of a full consensus process. These caveats were described in the section above under the discussion of process options. The conveners believe that these reservations are significant enough to warrant a recommendation against an interest-based negotiations process at this time.

// Recommendations for a Hybrid Process

The conveners have provided an assessment as to why an interest based negotiation process would be inadvisable at this time. However, the conveners believe that it would be valuable for the City to draw upon the interest in a collaborative approach that has been expressed during the convening interviews. It is therefore appropriate to examine other interactive options that might incorporate the advantages of several different models.

A consensus-building workshop allows for interactive communication among the parties, and involves designated representatives of key organizations, but does not have the same participation limits or the more onerous requirements for ratification and commitment to a consensus by participating groups. A *consensus-building workshop* approach typically offers alternatives for the group to consider, engages participants in a discussion of one another's responses and then incorporates that input into a revised alternative or alternatives. It is an input gathering effort, rather than a product oriented approach and is therefore less time and resource intensive. These are its advantages to a number of groups. However, this process option would be less attractive to many of the potential stakeholders precisely because it lacks the rigor that a negotiated consensus process demands. In addition, a number of groups have expressed a strong preference for starting discussions with a clean slate, identifying each group's interests and then crafting options that attempt to address the diverse set of interests that have been defined.

Given the pros and cons and strong preferences of the parties contacted during the convening with respect to the interest-based negotiations process versus a consensus-building approach, a hybrid of the two appears to be the most feasible course of action for the City to pursue. The hybrid recommended by the conveners would include the following specifications:

- C A committee or Working Group would be formed to develop options which integrate the needs and interests of the Zoo, other Balboa Park institutions, users and neighbors, and the San Diego Community at large. The City would extend an invitation to approximately 40 groups requesting that they send one representative to participate on the Working Group.
- C One of the products of the process would be criteria for evaluating any proposed amendments to the Balboa Park Master Plan, the Central Mesa Precise Plan and the Zoo lease.
- C The process would be managed by the City. The City and the Zoo would each have representation in the group as members. The City and the Zoo would each provide staff support in their areas of expertise.

- C All meetings would be open to the public. Participation by observers would be limited at Working Group sessions.
- C The Group would operate by consensus, not “Roberts Rules;” however, any group recommendations could reflect alternative positions. No formal group ratification would be expected or required. Neither the Zoo nor any other participants would be obligated to follow the group recommendations; however, one presumes that if a consensus on Plan elements emerges, all parties would be give it serious consideration and support.
- C One or more professional facilitators would be selected that are acceptable to all of the participants. At the organizational meeting, the Working Group should be asked to participate in the selection process. The convening team recommends that four or five individuals be delegated the responsibility to work with the City to review resumes and proposals submitted by candidates, conduct interviews, and recommend facilitators for approval by the full Working Group. The facilitators’ role would be to design and manage the process; not to design the project.
- C There would be a groundrule evaluation milestone. The participants would set a time for evaluating their progress and the efficacy of the process, and to determine whether they wish to make any changes to their groundrules. If the participants decide to operate as a formal interest-based negotiations process, this would require the agreement of each group represented to new groundrules, and to support a consensus decision in any subsequent proceedings. Such a change might also require reconfiguration of the representation to create coalitions of interests, and to reduce the number of participants to approximately 25.
- C Any recommendations of the Working Group would be submitted to all of the groups, boards, commissions and other bodies which ordinarily consider amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan, pursuant to the normal planning process. The Working Group recommendations would not be binding upon these bodies; however, it is presumed that they would be given serious consideration.
- C Process Design Elements (suggested as sequential)
- ** Each group would identify its interests regarding Balboa Park*
 - ** The Zoo would identify needs to be met by changes to its leasehold*
 - ** Visioning exercise, creating a composite vision of what the group would like Balboa Park to look like in 2020*
 - ** Topical meetings for committee to receive input from other individuals and groups regarding planning issues which should be addressed. Topics to be covered include:*
 - * Current uses of zoo space*
 - * General land use and environmental parameters (including other existing uses in Park)*

- * *Transportation, circulation and parking in and around Balboa Park*
- * *Other opportunities and constraints (City agencies, Balboa Park Committee, City and Zoo technical staff)*
- ** *Group generates goals and criteria for Balboa Park which would need to be addressed in any recommendation or packages of recommendations*
- ** *Small group design workshops using sharettes approach (could be story board or computer generated) to develop alternative options*
- ** *Sharing of each group's products and selection of subset to progress further*
- ** *Staff updates/workshops with decision-makers (Balboa Park Committee; Planning Commission)*
- ** *Groundrule milestone*
- ** *Large public workshop to share progress and to obtain input (sponsored by the Working Group members; interactive exchange or public meeting format)*
- ** *Continue consideration of alternative packages*
- ** *Second public workshop*
- ** *Develop final package or packages and criteria*

Benefits of the Hybrid Process

The recommended hybrid approach would simultaneously fulfill the City's need for public input concerning criteria for evaluating Master Plan and Precise Plan amendments and the Zoo desire for public input and support concerning a plan which satisfies its needs. It would also incorporate elements of several process options that stakeholders indicated would be important for an interactive effort to succeed.

- C It is more inclusive of a large number of groups that specifically indicated they would want to participate directly in a process.
- C The public meetings and workshops provide opportunities for broader public input into the core group's recommendations.
- C It would require a significant commitment to work collaboratively, with opportunities for crafting a full consensus, but without the constraints of a formal process that were of concern to several key groups.

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- C The process allows for creative planning and accommodation of different opinions and interests, without any group having to feel that its goals or positions on its business interests or public policy issues would be compromised.
- C City staff and officials are afforded an opportunity to dialogue and will obtain well considered input from constituents which can guide their subsequent recommendations and decisions.
- C Zoo representatives can play a leadership role in developing solutions that both benefit their own immediate needs and contribute to long term collaborative relations and benefits to Balboa Park.
- C If the group feels that the initial effort is successful and there is a greater level of trust among all of the stakeholders than currently exists, the group could transition to an interest-based negotiations process.
- C The process could serve as a model for future involvement of the public on issues that require collaboration and problem-solving.

Suggested List of Participants

Based upon the input received during the convening, the conveners recommend a Working Group with the membership listed below. This list represents the interest group categories identified as important for building a consensus on Zoo expansion and related Park issues. Since the conveners are not recommending an interest-based process, organizations are suggested as individual members rather than as part of an interest caucus.

City of San Diego
 Zoological Society of San Diego
 Central Balboa Park Association
 Girl Scouts
 Boy Scouts
 San Diego Unified School District
 Spanish Village Association
 Carousel Owner
 San Diego Archers
 Disabled American Veterans
 Fleet Reserve Association, Branch 9
 United Veterans Council
 National Assoc. of Retired Fed. Employees
 International Dance Association
 San Diego Square Dance Association
 Uptown Planners
 Greater Golden Hill
 Greater North Park Comm. Planning Comm.
 Marston Hills Residents Association

University Heights Historical Society
 Citizens Coordinate for Century 3
 Partners for Liveable Places
 Council of Design Professionals
 American Society of Landscape Architects
 Greater San Diego Chamber of Commerce
 San Diego Convention & Visitors Bureau
 The Elephant Alliance
 Sierra Club
 Audubon Society
 League of Women Voters
 Disabled Services Advisory Council
 San Diego Building Trades Council
 Navy Hospital
 1 appointee from each City Council District
Ex-officio:
 Balboa Park Committee
 Planning Commission
 Councilmember Kehoe

SECTION 7: NEXT STEPS

If the City decides to proceed with the recommended hybrid approach, the first step should be to consult with the Zoological Society to confirm its willingness to participate in the process. If either the City or the Zoo has any questions or concerns regarding the recommendations, the conveners would meet with their representatives to discuss possible modifications to the recommended process.

After distribution of the convening report, the next step would be to re-contact recommended participants to affirm their interest in participating in the proposed process. The City would then send invitations to these groups, requesting that they designate a representative and participate in an organizational meeting. It is likely that some groups may decide not to join the process; others not already identified might request to be included.

In preparation for the organizational meeting, the City should issue requests for proposals from potential facilitators. At the group's organizational meeting, committee membership would be finalized, ground rules would be approved to define how the committee would operate, and the participants would review the approach that will be utilized for their proceedings.

If the City decides that the convening recommendations for a hybrid process cannot be followed, the conveners will confer with the City concerning an alternative public involvement approach.

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ATTACHMENT A

PLANNING COMMISSION RESOLUTION NO. 2808

RESOLUTION NO. 2808-PC

INITIATING AN AMENDMENT TO THE BALBOA PARK MASTER PLAN AND THE CENTRAL MESA PRECISE PLAN

WHEREAS, on June 17, 1999, the Planning Commission of the City of San Diego held a public hearing to consider a request to initiate amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan; and

WHEREAS, the San Diego Zoological Society is requesting initiation of the plan amendments in order to modify the Society's current lease boundary and facilitate demolition, relocation, and construction within the limits of the proposed lease boundary; and

WHEREAS, the Planning Commission of the City of San Diego considered all testimony and evidence; and

WHEREAS, in order to study the project proposal and alternatives that arise as a result of undertaking the study, the Plan amendment process must be initiated according to Municipal Code Section 111.0702; NOW THEREFORE

BE IT RESOLVED, that this initiation does not constitute an endorsement of the project proposal. This action allows the staff analysis to proceed; and

BE IT FURTHER RESOLVED that the Planning Commission of the City of San Diego determines that the proposed amendments to the Plans meet the four required supplemental criteria for initiation in Municipal Code Section 111.0703:

(1) The proposed 'Land Use Plan' Amendment is consistent with the goals and objectives of the Progress Guide and General Plan; and

One of the six major goals of the Balboa Park Master Plan is to 'preserve, enhance, and increase free and open parkland' throughout the Park. The Master Plan calls for Precise Plans to be developed for subareas of the Park to help guide future development. In 1992, the Central Mesa Precise Plan was approved by City Council. The Precise Plan's goals are categorized by land use, circulation, architecture, landscape, management, and maintenance. The Zoological Society's proposed project would implement the following goals and recommendations of the Central Mesa Precise Plan:

1. The proposal would maintain the northern portion of the War Memorial Parcel as a landscaped open space area.
2. The proposal would relocate the Archery Range as recommended in the Central Mesa Precise Plan.
3. The proposal would replace several scattered parking lots with one parking structure having a location to be studied and evaluated.

4. The design of the new parking structure would meet the requirements of the City's Landscape Ordinance.

(2) The proposed 'Land Use Plan' Amendment appears to offer a public benefit to the community or City; and

The proposed Plan amendments offer several benefits to the local community and the City of San Diego. These include benefits in education, recreation, socioeconomic values and community identity. These are described as follows:

1. The Center for Reproduction of Endangered Species (CRES) is the world's foremost multi disciplinary scientific rescue effort for endangered animals and plants. The proposal would facilitate the further advancement of CRES, which would maintain San Diego's role as one of the leaders in endangered and threatened species conservation.

2. The Society provides educational programs and opportunities that benefit children and adults, at the Zoo and in the classroom. The proposal would allow the Society to expand educational programs and facilities for the benefit of children and the public.

3. The Society has contributed to international conservation efforts through its captive breeding programs. The proposal would give the Society needed space to continue advancements in the preservation and conservation of these and other endangered and threatened animals. This would strengthen San Diego's role as one of the leaders in the field and ensure the Zoo's viability and continued success into the next century which would contribute to the health of the economy and a sense of civic pride.

4. The Zoo is one of the world's leading attractions, attracting approximately 3.5 million visitors annually, which directly benefits San Diego's tourism industry. The proposal would ensure the Zoo's viability and success into the next century, which would contribute to the health of the local and regional economy.

5. The long-term viability of the Zoo is important to the local and regional economy of San Diego. The Zoo is one of San Diego's major employers, providing jobs for many residents and generating business in other sectors of the economy. The Zoo also helps attract business and industry to San Diego because it is a cultural, educational and a recreational asset.

(3) Public services appear to be available to serve the proposed increase in density or intensity of use; and

The proposal would expand the Society's leasehold by approximately 24.5 acres, which would result in a 20 percent increase in the land area occupied by its existing leasehold. The amended leasehold would result in an intensification of land use over that which is identified in the adopted Balboa Park Master Plan and the Central Mesa Precise Plan. However, the areas of proposed expansion are located in areas of Balboa Park where utilities are in place, or can be accommodated by an expansion of existing services that currently service the Zoo.

(4) City staff is available to process the proposed 'Land Use Plan' Amendment without any work being deferred on General Fund-supported programs or ongoing Updates.

Every effort will be made to study the proposal, process the Plan Amendments and meet the project deadlines. Due to the scope of the project, it is anticipated that additional staff will be needed when the actual amendments are submitted to avoid delays to other scheduled projects.

BE IT FURTHER RESOLVED, that having met the four supplemental criteria of Municipal Code Section 111.0703, the proposed amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan are hereby initiated; and

BE IT FURTHER RESOLVED, that staff is directed to review and analyze the following issues when preparing the proposed plan amendments:

1. The policy issues related to the conversion of public parkland to a private leasehold and other issues identified in the Discussion Section of Planning Commission Report No. P99-084.
2. Recommendations or issues described in the letters received from Citizens Coordinate for Century 3 (June 16, 1999), Partners for Livable Places/San Diego (February 18, 1999 (sic), San Diego Council of Design Professionals (June 15, 1999), American Society of Landscape Architects (June 17, 1999).
3. Comments made at the public hearing on June 17, 1999, related to the demolition of the War Memorial Building; inclusion of the War Memorial Building site into the Zoo leasehold boundary; creation of a parking structure on the current site of the War Memorial Building; consideration of the pay-to-park parking structure; the timing and the site selection for relocation of the archery range; and inclusion of the train and carousel within the Zoo leasehold boundary.
4. Comments and recommendations made at future workshops conducted with the Planning Commission.

5. Other issues that may be raised in future public forums conducted with the Boards and Commissions identified in the Central Mesa Precise Plan; the Uptown, North Park, and Golden Hill Community Groups; and other special interest groups, including the War Memorial Building Users, the Archers, and the Girl Scouts of America.
6. The War Memorial Building user requirements.
7. The relationship between the Zoo and Wild Animal Park as one operation.
8. The interface between the Zoo and existing land uses in the surrounding community.
9. The impact to all of Balboa Park and the relationship to the existing Master Plan and Precise Plan.

The above list is not intended to be all-inclusive nor to limit staff analysis.

[SIGNED]

LEISA A. LUKES
Development Project Manager

[SIGNED]

LINDA LUGANO
Legislative Recorder

Initiated: June 17, 1999
By a Vote of: 4 - 0

ATTACHMENT B

CONSULTING AGREEMENT

**AGREEMENT BETWEEN THE
CITY OF SAN DIEGO
AND
ALAN WIENER AND THE MEDIATION INSTITUTE
FOR CONSULTING SERVICES**

THIS Agreement is made and entered into between the City of San Diego, a municipal corporation, and *Alan Wiener and The Mediation Institute* [Consultant] for the Consultant to provide Professional Services to the City on *Mediation Feasibility Assessment and Public Participation Process Design* [Project].

Article I: Professional Services:

1.1 Scope of Services. The Consultant shall perform Professional Services as set forth in the written Scope of Services [Exhibit A] in consultation with the City in accordance with the Fee Schedule contained in Exhibit B, which are attached hereto and incorporated herein.

Article II: Duration of Agreement:

2.1 Term of Agreement. This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective until completion of the Scope of Services.

2.2 Time of Essence. Time is of the essence for this Agreement.

2.3 City's Right to Terminate for Convenience. The City may, at its sole option and for its convenience, terminate all or any portion of the Professional Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return receipt for delivery to the City. The termination of the Professional Services shall be effective upon receipt of the notice by the Consultant.

2.3.1 Payment of Reasonable Value. If at any state of the work the Project is abandoned or delayed indefinitely, the City may elect to terminate this Agreement. In the event the City elects to terminate, City shall pay Consultant the reasonable value of the work performed but not to exceed the amounts as scheduled in Exhibit B, Article II, Section A.

2.3.2 Suspension of Services. If unusual delays occur in complying with Project schedules, the City may suspend performance of further services by Consultant for a reasonable period of time, after which the City may require Compliance by Consultant with all terms and conditions of this Agreement. In the event of such suspension, City shall pay Consultant the reasonable value of the work performed up to the date of the suspension, but not to exceed the amounts as scheduled in Exhibit B, Article II, Section A.

2.3.3 Discharge of Obligations. Acceptance of payment by Consultant shall discharge all of City's obligations and liability for such payment under this Agreement except in the event

that the City under Article II, Section 2.3.2, rescinds the suspension and requests continued compliance by Consultant with the terms and conditions of this Agreement.

2.4 Remedies of City. In the event (a) that Consultant shall default in the performance or fulfillment of any covenant or condition herein contained on his part to be performed or fulfilled and shall fail to cure such default within ten (10) calendar days following the service on him of a written notice from the City specifying the default or defaults complained of and the date of which his rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Consultant shall file a voluntary petition in bankruptcy, or (c) that Consultant shall be adjudicated bankrupt, or (d) that Consultant shall make a general assignment for the benefit of creditors, then, and in either or any of said events, City may at its option without further notice or demand upon Consultant, immediately cancel and terminate this Agreement and terminate each, every and all of the rights of Consultant and of any and all persons claiming by or through Consultant under this Agreement, except the obligation to pay the reasonable value of services performed prior to termination. The rights and remedies of City as herein above set forth are cumulative only and shall in no way be deemed to limit any of the other provisions of this Agreement or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Consultant under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as herein above set forth, shall supplement or be in addition to or in aid of the other provisions of this Agreement and of any right or remedy at law or in equity which City may have against said Consultant.

Article III: Compensation:

3.1 General. The City shall pay the Consultant for all Professional Services and all expenses related to performance under this Agreement, in an amount not to exceed Fourteen Thousand Dollars (\$14,000.00), as set forth in the Fee Schedule of Exhibit B. For the duration of this Agreement, the Consultant shall not be entitled to fees which exceed the Fee Schedule for services rendered pursuant to this Agreement. The Consultant shall not provide services beyond the scope of this Agreement unless those services, and compensation for those services, have been defined in an approved amendment to this Agreement. No City employee can bind the City with regard to any payment for services which exceeds the amount payable under the terms of this Agreement.

Article IV. Consultant's Obligations

4.1 Industry Standards. The Consultant agrees that the Professional Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional Mediator firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

4.2 Maintenance of Records. The Consultant shall maintain books, records, logs,

documents and other evidence sufficient to record all actions taken with respect to the rendering of Professional Services for the Project, throughout the performance of the Professional Services and for a period of three years following completion of the Professional Services for the Project. The Consultant further agrees to allow the City to inspect, copy, and audit such books, records, documents and other evidence at all reasonable times, except records which constitute or contain confidential or privileged communications with persons or entities other than the City. (See, e.g., California Evidence Code, section 1115, et seq.)

4.3 Insurance. The Consultant shall not begin Professional Services under this Agreement until it has obtained insurance certificates reflecting evidence of all insurance required in Section 4.3.1 however, the City reserves the right to request, and Consultant shall submit, copies of any policy upon reasonable request by the City. The Consultant shall not modify any policy or endorsement thereto which increases the City's exposure to loss for the duration of this Agreement.

4.3.1. Types of Insurance. At all times during the term of this Agreement, the Consultant shall maintain insurance coverages as follows: automobile liability with property damage limits not less than \$25,000 and personal injury limits not less than \$50,000, and Mediators Professional Liability, with limits not less than \$100,000. All deductibles on any policy shall be the responsibility of the Consultant. The policies are primary and non-contributing to any insurance that may be carried by the City.

4.4 Drug-Free Workplace. The Consultant agrees to comply with the City's Drug Free Workplace requirements set forth in Council Policy 100-17, adopted by Council Resolution No. R-277952 and incorporated into this Agreement by this reference.

4.5 Americans with Disabilities Act Statement. Consultant certifies that he/she is aware of and will comply with Council Policy 100-04, incorporated herein by this reference, relating to the federally mandated ADA.

4.6 Equal Employment Opportunity. Consultant is aware of and will comply with the City's Equal Opportunity and Outreach Program, as applicable, which is set forth in San Diego Municipal Code section 22.2701 et seq., and as hereinafter amended. Consultant shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Consultant shall provide equal opportunity in all employment practices. Consultant shall ensure that its subcontractors comply with this Program. Nothing in this section shall be interpreted to hold Consultant liable for any discriminatory practice of its subcontractors.

4.7 Product Endorsement. Consultant is aware of and will comply with Council Policy 000-23 concerning Product Endorsement. Any advertisements by Consultant referring to the City of San Diego as a user of a product or service shall require the prior written approval of the City Manager.

4.8 City Employee Participation. Consultant understands and agrees that it is the policy of

the City of San Diego that this Agreement shall be unilaterally and immediately terminated by the City if the Consultant employs an individual who within the twelve months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendation made in connection with the selection of the Consultant. This provision does not apply to members of the City Council.

4.9 Conflict of Interest. The Consultant is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. The City may determine that a conflict of interest code requires the Consultant to complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Consultant shall submit the necessary documentation to the City. The City may determine that the Consultant must comply with the Park and Recreation Department's Conflict of Interest Code.

Article V: Reserved;

Article VI: Indemnification

6.1 Indemnification and Hold Harmless Agreement. With respect to any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, directly or indirectly arising out of obligations, work or services involving the Project, except liability for Professional Services covered under Section 6.2, the Consultant agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers and employees, from and against all liability; provided however, that the Consultant's duty to indemnify and hold harmless shall not include the proportionate amount of liability arising from the established negligence or willful misconduct of the City, its agents, officers or employees. This section in no way alters, affects or modifies the Consultant's obligations and duties under Section 4.3.1 herein.

6.2 Indemnification for Professional Services. As to the Consultant's Professional Services related thereto, the Consultant agrees to indemnify, protect and hold harmless the City, its agents, officers and employees from and against any and all liability, including but not limited to, claims asserted or costs, losses or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the Consultant, or Consultant's employees, agents, and officers, directly or indirectly arising out of obligations, work or services involving the Project; provided however, that the Consultant's duty to indemnify and hold harmless shall not include the proportionate amount of liability arising from the established negligence or willful misconduct of the City, its agents, officers or employees.

6.3 Duty to Defend. The Consultant further agrees that the Indemnification Agreements in Sections 6.1 and 6.2, and the duty to defend the City in Section 6.1, require the Consultant to pay any and all costs the City incurs associated with enforcing these provisions.

Article VII Reserved;

Article VIII: Miscellaneous:

8.1 Headings. All article headings are for convenience only and shall not affect the interpretation of this Agreement.

8.2. Independent Contractors. The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Professional Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

8.3 Compliance with Controlling Law. The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

8.4 Jurisdiction and Venue. The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California.

8.5 Control and Administration of Agreement; Notices. Control and administration of this Agreement is under the jurisdiction of the City Manager of the City as to City's interest herein and any communication to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law to be given or served upon City may be given or served by letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, Attention of Park and Recreation Director, City Administration Building, 202 C Street, San Diego, California 92101.

Any notice or notices provided for by this Agreement or by law to be given or served upon Consultant may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said Consultant at his principal place of business or any other address which may hereafter be agreed upon by Consultant and City, or may be personally served upon Consultant or any person hereafter authorized by Consultant to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served. Service shall be effective either upon personal service of notice or two (2) days after notice is deposited in the United States mail.

8.6 Documents as City Property. All documents required to be delivered to City by the terms of this Agreement shall become City property when Consultant has been compensated as set forth herein, and the City shall thereafter retain sole and exclusive rights to use such documents. This provision shall not apply to any documents which constitute or contain

confidential or privileged communications with persons or entities other than the City.

8.7 Subconsultants. Subconsultants employed by Consultant for the Project shall be subject to prior approval by the City Manager.

8.8 Assignment to Third Party. Consultant shall not assign this contract or any monies due or to become due hereunder without City's prior written consent. Any assignment by Consultant without City's prior written approval shall be cause for termination of this Agreement at the sole option of City. In no event shall any contractual relation be created between any third party and City.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, acting by and through its Park and Recreation Department Director, pursuant to the City Manager's delegation of authority in San Diego Municipal Code section 22.0226 authorizing such execution, and by the Consultant.

Dated this 24 day of September, 1999.

THE CITY OF SAN DIEGO

By _____ [SIGNED]
City Manager

WE HEREBY CERTIFY that we have read all of this Agreement, this 24 day of September, 1999.

By _____ [SIGNED]
Alan Wiener

And

THE MEDIATION INSTITUTE

By _____ [SIGNED]
Alana S. Knaster

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24th day of September, 1999.

CASEY GWINN, City Attorney

By _____ [SIGNED]
Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICES

I. CONSULTANT'S RESPONSIBILITIES

Under the general supervision of the City Manager's designated representatives, Consultant shall provide the City with all of the professional services required for the Mediation Feasibility Assessment and Public Participation Process Project .

II. BASIC SERVICES

- A. Project Description.** Consultants will assess the feasibility of public policy mediation concerning the Zoological Society of San Diego's proposed leasehold expansion and amendments to the Balboa Park Master Plan and the Central Mesa Precise Plan ("the Zoo Proposal"). Public policy mediation is a process in which an impartial person facilitates negotiations between interested government agencies, public and private organizations, and individuals ("stakeholders") to assist them in reaching a consensus regarding issues of public concern. If public mediation of the Zoo Proposal appears feasible, Consultants will design and recommend a process to achieve a consensus among stakeholders. If public mediation does not appear feasible, Consultants will design and recommend another suitable process for public comment and participation concerning the Plan amendments entailed in the Zoo Proposal.
- B. Project Objectives.** The objectives of this Project are:
1. To identify citywide stakeholders which have responsibilities or significant interests related to the Zoo Proposal.
 2. To identify the primary issues of concern to stakeholders.
 3. To determine the stakeholders' willingness to participate in a public mediation process.
 4. To assess the prospects of the stakeholders reaching a consensus through mediation.
 5. To formulate a suitable public mediation process, or another suitable public comment and participation process.
- C. Project Tasks.** The following actions will be taken to achieve the Project Objectives:

- Step 1: Preliminary Meetings with Staff.** Preliminary meetings will be held with City staff to obtain background information concerning the Zoo Proposal and its relation to the current Master Plan and Precise Plan, and to ascertain the identities of stakeholders believed to have responsibilities or significant concerns related to the Zoo Proposal.
- Step 2: Convening Conferences with Key Stakeholders.** Consultants will have personal and/or telephone conferences with representatives of key stakeholders, individually or in groups believed to have similar interests. (A general meeting of stakeholders is not included in this proposal.) The conference objectives will be a) to identify substantive issues of importance related to the Zoo Proposal; b) to determine whether stakeholders are willing to participate in a mediation of the Zoo Proposal; and c) to identify other individuals or organizations which may have significant interests affected by the Zoo Proposal.
- Step 3: Consultations with Staff Concerning Process Design.** Consultants and City staff will discuss the progress of the mediation feasibility assessment and the mediation or other public participation process design throughout the project.
- Step 4: Convening Report.** Consultants to prepare a written Convening Report and 5 copies, summarizing the work performed and assessing the feasibility of resolving issues related to the Zoo Proposal through public mediation. The report will include: a) the identities of the persons and organizations contacted; b) the general nature of issues raised concerning the Zoo Proposal; c) an assessment of whether mediation might resolve significant issues related to the Zoo Proposal; and d) recommendations concerning a process to achieve a consensus among stakeholders, if mediation appears feasible; otherwise recommendations concerning another process for public comment and participation.

D. Schedule. The actions described above will be completed within the following times after acceptance of this proposal:

Step 1:	Preliminary Meetings with Staff	1 week
Step 2:	Convening Conferences with Key Stakeholders	8 weeks
Step 3:	Consultations with Staff Concerning Process Design	9 weeks
Step 4:	Delivery of Convening Report	9 weeks

E. Division of Work by Consultants. The work will be performed by Alana Knaster for The Mediation Institute, and by Alan Wiener, jointly or in consultation with each other. Knaster and Wiener will jointly plan the convening conferences, and will both meet with representatives of the City, the Zoological Society and other key stakeholders. Knaster or Wiener will meet with representatives of other stakeholders,

and will discuss the results of those meetings with one another. Knaster and Wiener will jointly prepare and submit the convening report.

- F. Limitation of Scope.** This proposal will be completed on performance of the actions described above, and does not include the facilitation of the proposed mediation or other public participation proceedings. A separate proposal for Consultants facilitation of those processes will be submitted with the convening report.
- G. Consultants' Neutral Role.** Consultants will serve in a neutral and impartial capacity, to facilitate a consensus on terms acceptable to all stakeholders, and not as the representative or advocate for any interested party. The parties acknowledge that Alan Wiener is a licensed attorney, but is not acting in that capacity, and will not provide legal advice or representation to any party in performing the services pursuant to this proposal.
- H. Confidentiality.** All communications in the course of mediation, including the convening assessment process, are confidential under California law, and maintaining confidentiality is essential to the mediation process. Consultants therefore will not be requested or required to reveal communications made in confidence by parties or potential parties to the mediation without written consent of the participants.
- I. Ethical Standards.** Consultants will observe the Model Standards of Practice for Consultants which were jointly adopted by the American Bar Association, the Society of Professionals in Dispute Resolution and the American Arbitration Association.

EXHIBIT B

COMPENSATION AND FEE SCHEDULE

I. CONSULTANT'S COMPENSATION

The City shall compensate the Consultant, for Professional Services provided to the City on the Mediation Feasibility Assessment and Public Participation Process Design Project, in accordance with the terms and conditions of this Agreement, as follows:

- A. Basic Services.** For the Consultant's basic services as set forth in Exhibit A, a lump sum fee of Ten Thousand Dollars (\$10,000.00).
- B. Reimbursable Expenses and Additional Services.** For the Consultant's reimbursable expenses or additional services, if required, a maximum fee of four thousand dollars (\$4,000.00) will be paid. Reimbursable expenses include providing documents, reports, photographic and photocopying processes, mailing, delivery and shipping, etc., requested by the City which are not included in the

Consultant's scope of services. Additional services are additional professional services requested by the City which are beyond the Scope of Services.

II COMPENSATION SCHEDULE

A. Basic Services Invoices. Invoices for basic services shall be sent to the assigned Project Manager. Payments to Consultant for basic services shall be made monthly in proportion to work accomplished by Consultant and shall not exceed the following:

1. Within thirty days following acceptance of this agreement \$5,000.00
2. Within fifteen days following delivery of the Convening Report \$5,000.00

B. Reimbursable Expenses and Additional Services Invoices. Invoices for reimbursable expenses and additional services as outlined in I.B. shall be made monthly as they are incurred.

III. FEE SCHEDULE

<u>Job Title</u>	<u>Billing Rate per Hour</u>
Mediator/Facilitator	\$175.00
Clerical	\$ 45.00

IV. FACILITIES AND EQUIPMENT

The City will provide suitable facilities and equipment for Consultants' convening conferences.

ATTACHMENT C

ORGANIZATIONS CONTACTED

The convening team met and/or spoke by telephone with representatives of the following organizations:

American Legion
American Society of Landscape Architects
Arts and Crafts Council
Balboa Park Committee
Boy Scouts
Burlingame Homeowners Association
Canyoneers
Carousel
Central Area Planning Committee
Central Balboa Park Association
Citizens Coordinate for Century 3
Citizens Review Committee on ADA
City of San Diego - Disabled Services
City of San Diego - Park & Recreation Department
City of San Diego - Cultural Arts Recreation Services
City of San Diego - Community Planning Committee
Congress of History, San Diego and Imperial Counties
Council of Design Professionals
Disabled American Veterans
Disabled Community Representative
Disabled Services Advisory Council
Downtown Partnership
Elder Help
Fleet Reserve Association
Friends of Roosevelt Junior High
Girl Scouts
Greater Golden Hill Community Planning Group
Greater North Park Community Planning Group
Greater San Diego Chamber of Commerce
House of Hospitality
International Dance Association
League of Women Voters
Marston Hills Association
Mission Hills Community Member
National Association of Retired Federal Employees
North Park Community Association
North Park Main Street Program
Ocelots (Zoological Society of San Diego)
Older Worker Task Force
Partners for Liveable Places
Roosevelt Jr. High School
Roosevelt Jr. High School, PTA

R. H. Fleet Science Center
San Diego Aerospace Museum
San Diego Art Institute
San Diego Audubon Society
San Diego Civic Dance Association
San Diego Convention and Visitors Bureau
San Diego Hall of Champions
San Diego Junior Theater
San Diego Museum of Art
San Diego Museum of Man
San Diego Natural History Museum
San Diego Police Department, Balboa Park Police Team
San Diego Regional Economic Development Corporation
San Diego Square Dance Association
Senior Aids
Senior Citizens Club for Deaf
Senior Stages
Sierra Club
Spanish Village Art Center
Spreckles Organ Society
The Elephant Alliance
United States Navy
United Veterans Council
University Heights Board
University Heights Community Development Corporation
University Heights Historical Society
Uptown Planners
Urban Land Institute
Veterans of Foreign Wars
Veterans Journal
Veterans Memorial Center
Vietnam Veterans of San Diego
Worldbeat Center
Zoological Society of San Diego